

**IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

BRENT KNUDSON,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO.:2:07cv608-WHA
WACHOVIA BANK, N.A. et al,)	
)	
Defendant.)	

MOTION TO RECONSIDER

COMES NOW, Plaintiff Brett Knudson, by and through his attorney of record, pursuant to Federal Rule of Civil Procedure 60(b), to move this court to reconsider its Order dismissing the above case (Document # 50) and to reinstate the case. In support of its Motion to Reconsider, Plaintiff would show as follows:

1. Plaintiff's failure to timely file Amended Complaint as ordered was due to inadvertence and mistake.
2. Plaintiff attaches hereto it Amended Complaint as otherwise ordered in Document #40 of this case.

WHEREFORE, the premise being considered, Plaintiffs prays this Honorable court to reconsider its order dismissing the above case.

RESPECTFULLY submitted this the 20th day of June, 2008.

/s/ Andy Nelms
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ASB-6972-E63K

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing has been served on the following by Notice of Electronic Filing, or, if the party does not participate in Notice of Electronic Filing, by U.S. First Class Mail, hand delivery, fax or email on this the 20th day of June, 2008.

Janine L. Smith
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Attorneys for Defendant Wachovia Bank, N.A.

/s/ Andy Nelms
Of Counsel

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

BRENT KNUDSON,)	
Plaintiff,)	
)	Civil Action No. 07-cv-608
v.)	
)	JURY TRIAL DEMANDED
WACHOVIA BANK, N.A.)	
Defendants.)	

AMENDED COMPLAINT

JURISDICTION AND VENUE

1. The jurisdiction of this Court attains pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1367. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202. Venue is proper in the Middle District of Alabama as Plaintiff's claims arose from acts of Defendants perpetrated therein.

PRELIMINARY STATEMENT

2. Plaintiff brings this action for damages based upon Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (hereinafter "FCRA"), and of state law obligations brought as supplemental claims.

PARTIES

3. Plaintiff is a natural person and is a resident and citizen of Elmore County, the State of

Alabama and of the United States. Plaintiff is a “consumer” as defined by sections 1681a(c) of the FCRA.

4. Wachovia Bank N.A. (hereinafter “Wachovia”), is a national banking entity doing business in the State of Alabama

5. Wachovia is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

FACTUAL ALLEGATIONS

12. Plaintiff restates and reiterates herein all previous paragraphs.

13. Plaintiff’s creditworthiness has been repeatedly compromised by the acts and omissions of Defendant.

14. On or about September 2001, Plaintiff signed a loan agreement Wachovia for the purpose of financing an automobile.

15. On or about July 2005, Plaintiff paid Wachovia the entire balance due and closed the account.

16. At the time Plaintiff closed the account, it was approximately 47 days past due.

17. Defendant continues to report the account as being currently delinquent and over 30 days past due even though Plaintiff closed the account.

18. Plaintiff contested the reported status of the account and filed multiple disputes regarding the account with Wachovia.

19. Wachovia intentionally and maliciously refused Plaintiff’s requests to correct

Wachovia's error regarding Plaintiff's account.

20. Wachovia failed its duty to accurately report Plaintiff's account information.

21. Plaintiff contested and/or disputed his Wachovia account information and filed multiple disputes regarding the account with Trans Union, Experian, and Equifax.

22. Subsequent to Plaintiff filing the aforementioned disputes, Trans Union, Experian, and Equifax notified Wachovia of Plaintiff's disputes and requested verification and/or validation of the completeness and/or accuracy of Plaintiff's account from Wachovia.

23. Wachovia intentionally and maliciously ignored and failed its duty to validate and/or verify the completeness and/or accuracy of Plaintiff's account despite notification of such disputes by Trans Union, Experian, and Equifax.

25. Trans Union, Experian, and Equifax continue to release this false information to third parties through their credit reporting databases.

26. As a result of the false information reported by Defendant, Plaintiff abstained from applying for credit, had adverse action taken on existing credit accounts and/or was denied credit. Plaintiff has sustained actual damages including emotional distress, headaches, embarrassment and has been forced to retain the services of an attorney regarding this matter.

STATEMENT OF CLAIMS AGAINST WACHOVIA

27. Plaintiff restates and reiterates herein all previous paragraphs.

28. Wachovia has:

- a) negligently violated the provisions of the FCRA by negligently failing to comport with FCRA section 1681s-2, *et seq.*;
- b) willfully and/or intentionally violated the provisions of the FCRA by willfully

failing to comport with FCRA section 1682s-2, *et seq.*:

- c) defamed Plaintiff by publishing to third parties false information regarding his creditworthiness;
- d) invaded the privacy of Plaintiff;
- e) committed unfair and deceptive acts against Plaintiff in the course of its business in violation of the Consumer Protection Act, RCW 19.82.020; and
- f) failed its duty to prevent foreseeable injury to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief as against Defendant:

- a) actual damages;
- b) punitive damages;
- c) attorney's fees;
- d) costs; and
- e) for such other and further relief as the Court may deem just and proper.

RESPECTFULLY submitted this the 20th day of June, 2008.

/s/ Andy Nelms
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